ESOF PCI ASV by TAC Security

End-User License Agreement (EULA)

This End-User License Agreement (the "Agreement") between [Customer's Name], and TAC Security, Inc., a Delaware corporation ("TAC Security"), for access to the ESOF PCI ASV platform (the "Platform") to the applicable technical or security personnel (e.g., systems or network administrators referred to herein as "Administrator") on behalf of Your business (the "Enterprise").

1. **Use of Service:**

   Upon acceptance of this Agreement, and subject to your compliance with its terms, you (the "Customer") are authorized to use the ESOF PCI ASV platform provided by TAC Security Inc. ("TAC Security") solely for scanning designated IP's/URL's. This usage is limited to vulnerabilities cataloged within the platform's database.

   ESOF PCI ASV will furnish you (or the Administrator, if applicable) with detailed reports summarizing the scan results.

   Your access is contingent upon adherence to the terms outlined herein and does not extend beyond the ESOF PCI ASV platform. TAC Security retains all intellectual property rights associated with the platform and the confidentiality of generated information.

   This authorization remains valid for the duration of your subscription and is subject to the terms of this Agreement.

2. **Grant of License:**

   TAC Security Inc. ("TAC Security") grants Customer a non-transferable, non-exclusive, royalty-free license to use the TAC Security ESOF PCI ASV ("Platform") solely for the following purposes:

   - Scanning External IP's/URL'S etc.

   - Reviewing Reports to assess vulnerabilities.

   - Using recommended solutions to remediate discovered issues and perform necessary rescans.

   Customer agrees to comply with all applicable laws and regulations while using the Platform. This license is valid for the duration of Customer's subscription to the Platform and is subject to the terms of the Agreement.

3. **Ownership:**

Between the parties, all title, copyrights, trademarks, service marks, patents, patent applications, and all other intellectual property rights, whether currently known or later recognized in any jurisdiction, pertaining to the ESOF PCI ASV platform, the reports generated, the platform utilized, and any associated software or data (collectively referred to as "Intellectual Property Rights"), are owned by TAC Security Inc. and/or its licensors.

The Customer agrees not to assert any claim of interest or ownership in these Intellectual Property Rights. The Customer acknowledges that the software embedded within the service, including its structure, organization, and code, constitutes valuable trade secrets of TAC Security Inc. and/or its licensors.

The Customer acknowledges that no ownership title or Intellectual Property Rights in the service or the generated reports are transferred to the Customer. The Customer obtains no rights, whether express or implied, other than those expressly granted under this Agreement, including access to the service and the information contained within the generated reports.

4. **Restrictions:**

Your use of the ESOF PCI ASV ("Platform") is subject to the following restrictions and covenants:

(a) You may use the platform to scan External IP's/URL's that are owned by and registered to you, or for which you otherwise have full right, power, and authority to consent to scan.
(b) You may only access the service's user interface and review vulnerability test results for your own internal business purposes or as requested by the Administrator or other third-party, as specified in the scan reports provided by TAC Security.
(c) You may not use the service if you are a competitor of TAC Security, nor may you use the reports generated for competitive analysis purposes.
(d) You agree not to reverse engineer, decompile, or disassemble any software that provides or enables the service, including the platform described above, or attempt to derive the processes used to provide the service or generate the reports, except to the extent such actions are expressly permitted by applicable law.
(e) Upon termination or expiration of the service, you must cease all use of the service, including any downloads of the reports.

5. **Use Limitations:**

5.1 The User agrees to use the Software in compliance with all applicable laws and regulations.

5.2 The User shall not use the Software for any unlawful, unauthorized, or unethical purposes, including but not limited to hacking, unauthorized access, or activities that may compromise the security of the Software or Provider's systems.

6. IP Address Indemnity:

(a) Customer represents and warrants that they have the full right, power, and authority to consent to the Service scanning for vulnerabilities on the Platform or device identified to TAC Security for scanning, whether electronically or by any other means thereafter. Customer agrees to indemnify and hold harmless TAC Security, its customers, authorized resellers, partners, sponsors, and their officers, directors, employees, and agents from any third-party claims, suits, liabilities, losses, damages, judgments, awards, fines, penalties, costs, and expenses (including reasonable attorneys' fees) incurred or levied against them resulting from or based on Customer's use of or inability to use the Service, including any claim resulting from Customer's breach of this section.

(b) Customer also acknowledges and agrees that the scanning of Applications, Network, or devices may expose vulnerabilities and, in some circumstances, could result in the disruption of services.

7. Confidentiality and Non-Disclosure:

a. Confidentiality Obligation: Each party agrees to maintain the strict confidentiality of any proprietary or confidential information ("Confidential Information") received from the other party under this Agreement. The receiving party shall not disclose such Confidential Information to any third party or use it for any purpose other than as expressly permitted under this Agreement.

b. Identification of Confidential Information: To be treated as Confidential Information under this Agreement, the disclosing party must clearly identify such information as confidential or proprietary at the time of disclosure.

c. Exceptions: Information that is already in the public domain through no fault of the receiving party, or that was already known to the receiving party without breach of any confidentiality obligation, shall not be considered Confidential Information under this Agreement.

d. Customer Data Confidentiality: All data related to Customer, including data obtained by TAC Security during the provision of the Service, is deemed Confidential Information of Customer but may be disclosed to the Administrator as necessary.

e. TAC Security Data Confidentiality: Similarly, all data and information within the Service or the Report (excluding Customer Confidential Information) is deemed Confidential Information of TAC Security.

f. Use of Aggregated Data: Nothing in this Agreement restricts TAC Security from using aggregated data from all Service users in any format, provided that such data cannot be identified or associated with any specific Customer.

g. Enforcement and Remedies: The parties acknowledge that a breach of this confidentiality obligation may cause irreparable harm. In the event of a breach, the non-breaching party shall be entitled to seek injunctive relief and other remedies available under law.

8. Disclaimer of Warranty:

THE SERVICE (INCLUDING THE AGENT) AND ANY REPORTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. TAC SECURITY, ITS AUTHORIZED RESELLERS, PARTNERS, AND SPONSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

TAC SECURITY MAKES NO WARRANTY THAT THE SERVICE (INCLUDING THE DASHBOARD) WILL BE ERROR-FREE, COMPLETE, FREE FROM INTERRUPTION OR FAILURE, OR ABSOLUTELY SECURE FROM UNAUTHORIZED ACCESS. ADDITIONALLY, THERE IS NO WARRANTY THAT THE SERVICE WILL DETECT EVERY VULNERABILITY ON CUSTOMER'S COMPUTER, DEVICE, OR SYSTEM.

TAC SECURITY DOES NOT WARRANT THAT THE SERVICE (INCLUDING THE PLUGIN) OR THE REPORT PROVIDE AN INDICATION THAT CUSTOMER'S SYSTEM OR EQUIPMENT IS SECURE.

9. Limitation of Liability:

TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL TAC SECURITY, ITS SUCCESSORS, ASSIGNS, CUSTOMERS, OR AUTHORIZED RESELLERS BE LIABLE TO THE END-USER UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, APPLICATION OR EQUIPMENT DOWNTIME, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER IN TORT, CONTRACT, OR OTHERWISE, ARISING OUT OF THE END-USER'S USE OR INABILITY TO USE THE SERVICE, EVEN IF TAC SECURITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL TAC SECURITY, ITS CUSTOMERS, OR ITS AUTHORIZED RESELLERS' TOTAL LIABILITY TO THE END-USER FOR ALL DAMAGES IN ANY ONE OR MORE CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY THE END-USER TO TAC SECURITY FOR THE SERVICE.

THIS LIMITATION OF LIABILITY APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. Indemnification

TAC Security will defend, indemnify and hold Customer harmless from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) arising from any claim brought against Customer by a third party alleging that the Service, API or Reports infringe or misappropriate a third party's intellectual property or proprietary rights, provided that Customer grant TAC Security sole control over defense or settlement of such claim and cooperates reasonably in the defense or settlement of such claim. If Customer use of the Service, API or Reports is enjoined as a result of such a claim of infringement, or if TAC Security determines that it is likely to be so enjoined, TAC Security will, at its option, (a) procure for End-User the right to continue using the item in accordance with its

rights under this Agreement, (b) replace or modify the item with a substantially equivalent non-infringing item.

11. Governing Law and Jurisdiction:

9.1 This Agreement shall be governed by and construed in accordance with the laws of State of Delaware, without reference to conflict of laws principles.

9.2 Any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts in New Castle County, Delaware.

12. Entire Agreement:

This Agreement constitutes the entire agreement between the parties regarding the use of ESOF PCI ASV and supersedes all prior agreements and understandings.